the fact that the defendant's name appeared thereon does not affect the case. *Foster* v. *Wadsworth-Howland Co.* (1897) 168 Ill. 514, 48 N. E. 163. It is also clear that he was to bear the risk of profit and loss as he was bound to deliver the defendant's goods at a stipulated sum per week, regardless of the cost. It would seem, therefore, that delivering the goods was the undertaking of McGuire rather than that of the defendant. *Wood* v. *Cobb* (1866) 95 Mass. 58. Even though the control of the work as to its result rested with the defendant, this fact alone would not make McGuire a servant. *Hawke* v. *Brown* (1898) 28 App. Div. 37, 50 N. Y. Supp. 1032; *Gall* v. *Detroit Journal Co.* (1916) 191 Mich. 405, 15 N. W. 36; *McGee* v. *Stockton* (1916) 62 Ind. App. 555, 113 N. E. 388. According to many decisions it would seem that McGuire was an independent contractor. *Cf. Burns* v. *Michigan Paint Co.* (1908) 152 Mich. 613, 116 N. W. 182; *Cohen* v. *Western Electric Co.* (1906) 50 Misc. 660, 99 N. Y. Supp. 525; *Jahn's Adm'r.* v. *Wm. H. McKnight & Co.* (1904) 117 Ky. 655, 78 S. W. 862; *Foster* v. *Wadsworth-Howland Co., supra.*

NEGLIGENCE—PROXIMATE CAUSE—INCONSISTENT FINDINGS OF FACT.—The defendant leased certain premises to the plaintiff's employer, covenanting to furnish heat. The defendant failed to heat the premises as agreed, in spite of repeated complaints by the plaintiff. The plaintiff became afflicted with tuberculosis. The jury found (1) that the defendant's failure to perform his covenant constituted actionable negligence and was the proximate cause of the plaintiff's injury, and (2) that the plaintiff was not contributorily negligent. The trial judge allowed a verdict based on these findings to stand as against a motion for a new trial. *Hansman* v. *Western Union Telegraph Co.* (Minn. 1919) 174 N. W. 434.

The jury, by finding that the defendant's wrongful act was the proximate cause of the plaintiff's injury, found that the plaintiff's injury was the natural and direct result of the defendant's failure to furnish heat,—that the consequences were such as an ordinarily prudent man might have anticipated under the circumstances. *Kommerstad* v. *Great Northern Ry.* (1913) 120 Minn. 376, 139 N. W. 713; *Wallin* v. *Eastern Ry.* (1901) 83 Minn. 149, 86 N. W. 76; *Burnham* v. *Boston & Maine R. R.* (1917) 227 Mass. 422, 116 N. E. 735. The plaintiff's reiterated complaints to the defendant fairly indicate that she not only realized that the building was not being properly heated but also knew in some way, just how is unimportant, that the defendant was the party upon whom the duty to heat rested. Having this knowledge, the plaintiff, as an ordinarily reasonable person, would be charged with notice of the results which might naturally flow from the defendant's conduct, *Borden* v. *Daisy Roller-Mill Co.* (1898) 98 Wis. 407, 74 N. W. 91; *Soutar* v. *Minneapolis I. E. Co.* (1897) 68 Minn. 18, 70 N. W. 796, and therefore by continuing to work on the premises, must be held to have assumed the risk of those consequences or else to have been contributorily negligent. *Borden* v. *Daisy Roller-Mill Co., supra.* The findings (1) that the defendant's act constituted actionable negligence and was the proximate cause of the plaintiff's injury, and (2) that the plaintiff was not contributorily negligent, were inconsistent and the court should not have allowed the verdict to stand.

QUASI-CONTRACTS—SALES—ACCEPTANCE OF EXCESS QUANTITY OF GOODS BY MISTAKE.—The plaintiff contracted to buy and the defendant to